

# Memorandum

MIAMI-DADE  
COUNTY

**Date:** June 21, 2005

**To:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

Agenda Item No. 14(A)(3)

**From:** George M. Burgess  
County Manager

**Subject:** Lease –Purchase Agreement with Village of Palmetto Bay  
for property located at SW 94 Avenue and SW 180 Street

## RECOMMENDATION

It is recommended that the Board of County Commissioners approve the attached Lease-Purchase Agreement with the Village of Palmetto Bay in order for the Village to further develop Perrine Park.

In a separate Interlocal Agreement, on today's agenda, the County in partnership with the Village will work to provide a library to this community as originally envisioned in the approved Library Capital Plan. The Village is proposing to provide land, construct and lease a 5,000 square foot facility to house a library. The Library Department will provide annual payments in the amount of \$108,980.70 during the 28-year term of the lease agreement. This agreement allows for the Village to fully build-out the facility, provide for any cost overruns, and turn it over to the Library System for operation within the funding capacity of the Library Capital Plan. Library staff feels that this is a timely and unique opportunity to acquire library land at an affordable price. Completed market research showed that renting a comparable storefront facility in the Palmetto Bay area would cost approximately \$100,000 with no option to purchase.

This partnership with the Village is consistent with other relationships engaged in with other jurisdictions in the best interest of maximizing market conditions and providing library service.

|                                 |  |
|---------------------------------|--|
| PROPERTY:                       | 7.60 acres located at the northwest corner of SW 94 Avenue and SW 180 Street |
| OWNER:                          | Miami-Dade County  |
| TENANT:                         | Village of Palmetto Bay  |
| USE:                            | Public Park  |
| FOLIO NUMBER:                   | 33-5033-000-0852   |
| CURRENT YEAR<br>ASSESSED VALUE: | \$1,444,000.00   |
| ZONING:                         | RU-1 (single family residential)   |
| LEASE TERM:                     | Five years, with no renewal option periods.                                  |
| RENTAL RATE:                    | \$1.00 Annually  |

**PURCHASE OPTION:** The Tenant has the option to purchase the property any time during the lease term for \$910,504.24, which represents the costs incurred by the County to purchase the property in 1999.

**BACKGROUND:** Resolution No. 504-99, approved by the Board of County Commissioners on May 11, 1999, authorized the purchase of approximately 19.75 acres of vacant land for the expansion of Perrine Park. The Park and Recreation Department only had funding for 12 of the 19.75 acres; however, the then-owner was unwilling to subdivide his parcel. As a result, the County had to purchase the entire parcel. The Parks Department expanded Perrine Park onto 12 of the acres, and the remainder was to be sold at a future date to recover the cost of acquiring the unused acreage and re-pay the general fund.

**JUSTIFICATION:** Perrine Park was one of the County parks deeded over to the Village of Palmetto Bay upon its incorporation. The Village is now interested in acquiring the subject property to further expand the park. The Village originally requested that this property be deeded to the Village in the same fashion as were the County park sites. In light of the fact that this property was never intended to be part of the park and was, in fact, only purchased with the understanding that it would be sold at market value at a later date, a donation to the Village is not feasible.

The attached agreement proposes to sell the property to the Village at a price that represents the amount the County paid for the land, plus a proportionate share of the closing costs. This understanding is based upon the Village's agreement to restrict the use of the property to a public park, open to all County residents. The five-year lease period will give the Village sufficient time to identify funding for the purchase, during which time, the Village will be solely responsible for maintaining the property and making all necessary improvements.

In addition to this agreement, the Village, under the Interlocal Agreement on today's agenda, has agreed to provide land, construct and lease a 5,000 square foot facility to house a library.

The property was circulated to all County Departments and no use was identified. Pursuant to Administrative Order 8-4 review by the Planning Advisory Board is not required when the deed contains a restriction limiting the use of the property.

**EFFECTIVE DATES:** Commencing upon the effective date of the resolution of the Board of County Commissioners approving this lease agreement and terminating five years thereafter.

Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners  
Page 3

CANCELLATION PROVISION: County may cancel if tenant defaults in certain provisions of the agreement.

COMMENTS: Attached is a copy of the Resolution approving the purchase of the property as well as a copy of the Resolution from the Village of Palmetto Bay approving the agreement.

  
Assistant County Manager



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**DATE:** June 21, 2005

**FROM:** Robert A. Ginsburg  
County Attorney

**SUBJECT:** Agenda Item No. 14(A)(3)

Please note any items checked.



"4-Day Rule" ("3-Day Rule" for committees) applicable if raised

6 weeks required between first reading and public hearing

4 weeks notification to municipal officials required prior to public hearing

Decreases revenues or increases expenditures without balancing budget

Budget required

Statement of fiscal impact required

Bid waiver requiring County Manager's written recommendation

Ordinance creating a new board requires detailed County Manager's report for public hearing

Housekeeping item (no policy decision required)

No committee review

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 14(A)(3)

06-21-05

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING EXECUTION OF A LEASE-PURCHASE AGREEMENT WITH THE VILLAGE OF PALMETTO BAY FOR PROPERTY LOCATED AT SW 94 AVENUE AND SW 180 STREET TO BE UTILIZED AS A PUBLIC PARK; AUTHORIZING THE COUNTY MANAGER TO EXECUTE SAME AND EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN; AND AUTHORIZING THE MAYOR TO EXECUTE A COUNTY DEED

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the Lease-Purchase Agreement between Miami-Dade County and the Village of Palmetto Bay, for premises to be utilized as a public park, in substantially the form attached hereto and made a part hereof; authorizes the County Manager to execute same for and on behalf of Miami-Dade County; authorizes the County Manager to exercise any and all other rights conferred therein; and authorizes the Mayor upon receipt of full payment for the property to execute a County Deed attached hereto and made a part hereof.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

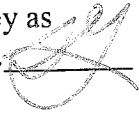
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|-------------------------------|--------------------------|
| Joe A. Martinez, Chairman     |                          |
| Dennis C. Moss, Vice-Chairman |                          |
| Bruno A. Barreiro             | Dr. Barbara Carey-Shuler |
| Jose "Pepe" Diaz              | Carlos A. Gimenez        |
| Sally A. Heyman               | Barbara J. Jordan        |
| Dorrian D. Rolle              | Natacha Seijas           |
| Katy Sorenson                 | Rebeca Sosa              |
| Sen. Javier D. Souto          |                          |

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The Chairperson thereupon declared the resolution duly passed and adopted this  
21st day of June, 2005. This Resolution and contract, if not vetoed, shall become  
effective in accordance with Resolution No. R-377-04.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as  
to form and legal sufficiency. 

Thomas Goldstein

By: \_\_\_\_\_  
Deputy Clerk

MEMORANDUM

Agenda Item No. 6(F)(1)(A)

TO: Honorable Chairperson and Members  
Board of County Commissioners

DATE: May 11, 1999

SUBJECT: Acquisition of Approximately  
19.75 Acres of Vacant Land  
Located at S.W. 176 Street  
and S.W. 94 Avenue

FROM: M.R. Stierheim  
County Manager

The attached Contract for Sale and Purchase of approximately twenty acres of vacant land has been prepared by the General Services Administration at the request of the Park and Recreation Department and is recommended for approval.

SELLER:

The Trust For Public Land (TPL)

TAX FOLIO NUMBER:

30-5033-000-0850  
30-5033-000-0852  
30-5033-000-0900  
30-5033-000-0902

SIZE:

Approximately 19.75 acres

LOCATION:

S.W. 94 Avenue and 176 Street

PURCHASE PRICE:

\$2,350,000.00 (100% of appraised value)

JUSTIFICATION

The Miami-Dade Park and Recreation Department has a critical need to enlarge Perrine Park, located at S.W. 175 Street and 95th Avenue. This 5-acre community park is insufficiently sized to adequately accommodate the number of existing youth programs and activities in the surrounding community. Approximately 12 of the 19.75 acres proposed for acquisition would be utilized for the Perrine Park expansion, thereby tripling the size of the park and enabling the Park and Recreation Department to substantially increase the number of organized sports and recreational activities, which are very much needed in this heavily populated area of the County.

BACKGROUND:

The acquisition of property for the proposed park expansion has been exceedingly difficult to accomplish. This contract is the culmination of some four years of effort. The proposed expansion area is part of a larger approximately 19.75 acre tract owned by Mr. Jack Taub. The Board first authorized staff to pursue acquisition of this property in March 1995, via Resolution No. R-314-95. Staff negotiated with Mr. Taub vigorously and diligently on a number of occasions following that authorization, but was unable to reach an agreement because Mr. Taub was unwilling to sell less than the entire 19.75 acres, and the value of the total tract considerably exceeds available funding for the expansion.

Honorable Chairperson and Members  
Board of County Commissioners  
Page 3

**FUNDING SOURCE(S):**

1.5 million dollars (\$1,500,000) from Open Space  
Impact Fees and \$850,000 from the Capital Outlay  
Reserve or Land Bank Trust Fund.



AUTONATION  
PERRINE  
EAST  
(150-16)

RU-4A

RU-4L

RU-2

AU

EU-M

RUBY LEE  
LAIN SUBD  
(107-65)

BU-2

GRAMERCY  
PARK  
(125-18)

BU-1A

Perrine Park

Subject

RU

Expansion  
Area

RU-1

BU-1A

RU-4L

BU-1

RU-2

FIRST ADDITION  
TO FRANKS PARK

BU-1A

S.W.

S.W. 180<sup>TH</sup> ST.

S.W. 181<sup>ST</sup>

TERR.

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THIS PLAT

DADO CO.  
MARL PIT  
NO 76

S.W.

S.W.

FRANKS PARK SEC. 2  
BLK. 1, LOTS 6-11, BLKS 5-8  
(125-66)

SEC. SIXTEEN  
BEL AIRE

354

SEC. 1  
BEL

Approved \_\_\_\_\_ Mayor

Agenda Item No. 6(F)(1)(A)  
5-11-99

Veto \_\_\_\_\_

Override \_\_\_\_\_

OFFICIAL FILE COPY  
CLERK OF THE BOARD  
OF COUNTY COMMISSIONERS  
DADE COUNTY, FLORIDA

RESOLUTION NO. R-504-99

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR SALE AND PURCHASE, BETWEEN THE TRUST FOR PUBLIC LAND AS SELLER AND MIAMI-DADE COUNTY AS BUYER, OF APPROXIMATELY 19.75 ACRES OF VACANT LAND LOCATED AT SW 176 STREET AND SW 94 AVENUE, FOR THE PURPOSE OF EXPANDING THE EXISTING PERRINE PARK; AUTHORIZING THE COUNTY MANAGER TO EXECUTE THE CONTRACT FOR AND ON BEHALF OF MIAMI-DADE COUNTY; AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE ANY AND ALL RIGHT CONFERRED THEREIN

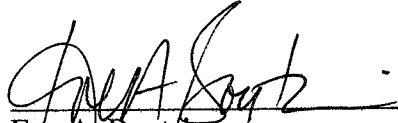
WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby authorizes a Contract in substantially the form attached hereto and made a part hereof, for Sale and Purchase between the The Trust for Public Land as seller and Miami-Dade County as buyer, of approximately 19.75 acres of vacant land located at SW 176 Street and SW 94 Avenue, for the purpose of expanding the existing Perrine Park; authorizes the County Manager to execute the Contract for and on behalf of Miami-Dade County; and authorizes the County Manager to exercise any and all other rights conferred therein.

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2 APPROVED AS TO FORM:  
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6 Eve A. Boutsis,  
7 Nagin Gallop Figueredo, P.A.  
8 Village Attorney  
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10  
11 FINAL VOTE AT ADOPTION:  
12

|                                 |            |
|---------------------------------|------------|
| 13 Council Member Ed Feller     | <u>YES</u> |
| 14 Council Member Paul Neidhart | <u>YES</u> |
| 16 Council Member John Breder   | <u>YES</u> |
| 18 Vice-Mayor Linda Robinson    | <u>YES</u> |
| 20 Mayor Eugene P. Flinn, Jr.   | <u>YES</u> |

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STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

I, Meighan Pier, Village Clerk of the Village of Palmetto Bay, Florida, hereby certify that the attached is a true and correct copy of Resolution 05-24, as shown in the records of the Village on file in the office of the Village Clerk.

Witness my hand and corporate seal of the Village of Palmetto Bay, FL, this 14<sup>th</sup> day of April, 2005.

  
Meighan Pier, Village Clerk

## LEASE – PURCHASE AGREEMENT

THIS AGREEMENT made on the            day of           , 2005, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, herein sometimes designated or referred to as the "LANDLORD," and VILLAGE OF PALMETTO BAY, a municipal corporation within the State of Florida, hereinafter referred to as the "TENANT,"

### *WITNESSETH:*

That LANDLORD, for and in consideration of the restrictions and covenants herein contained, hereby agrees to lease to TENANT and TENANT hereby agrees to lease from LANDLORD the Leased Property (the "PROPERTY") described as follows:

### LEGAL DESCRIPTION

A Parcel of Land in the NW ¼ of SW ¼ of Section 33 Township 55 South, Range 40 East, Miami-Dade County, Florida: better described as follows:

Commence at Northeast corner of NW ¼ of SW ¼ of said Section 33; thence S03°17'36" E along the West line of NW ¼ of SW ¼ of said Section 33, as basis of bearings, for 783.29 feet to the Point of Beginning of the land to be described; thence continue along said line S03°17'36"E for 590.26 feet; thence S88°06'57"W along a line parallel to and 25.00 feet North of the South line of SE ¼ of NW ¼ of SW ¼ of said Section 33, for 255.08 feet; thence N03°17'37"W for 149.79 feet; thence S88°06'39"W for 410.20 feet to the intersection with the West line of SE ¼ of NW ¼ of SW ¼ of said Section 33, thence N03°26'58"W along said line for 440.07 feet to the intersection with a line parallel to the North line of NW ¼ of SW ¼ of said Section 33; thence N88°04'35"E along said parallel line for 666.47 feet to the point of Beginning.

The Parcel described herein containing 7.60 acres more or less

TO HAVE AND TO HOLD unto said TENANT for a term of five (5) years, commencing upon the effective date of the resolution of the Board of County Commissioners approving this Lease-Purchase Agreement (the "AGREEMENT") and terminating five (5) years thereafter at an annual rental rate of One Dollar and 00/100 (\$1.00) made payable to the Board of County Commissioners, c/o General Services

Administration, 111 N.W. First Street, Suite 2460, Miami, Florida 33128-1907, or at such other place and to such other person as LANDLORD may from time to time designate in writing.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED BY THE RESPECTIVE PARTIES HERETO:

## **ARTICLE I** **USE OF LEASED PROPERTY**

The PROPERTY shall be used by TENANT solely as a public park open to all residents of Miami-Dade County. Upon expiration of this AGREEMENT any improvements will become the property of the LANDLORD. In the event TENANT exercises its option to purchase the PROPERTY prior to the expiration of this AGREEMENT, as stipulated in Article VII below, all improvements shall remain the property of the TENANT.

## **ARTICLE II** **CONDITION OF LEASED PROPERTY**

TENANT hereby accepts the PROPERTY in the condition it is at the beginning of this AGREEMENT.

## **ARTICLE III** **UTILITIES AND MAINTENANCE**

All utilities shall be placed in the name of TENANT and the cost of all utilities and waste removal shall be paid by TENANT, including any and all infrastructure required to provide service to the PROPERTY. TENANT shall have the obligation to pay all utilities, taxes and special assessments levied upon or relative to the PROPERTY. The TENANT agrees to provide, at its sole cost and expense, all maintenance, landscaping, repairs or replacements, as necessary required to keep the PROPERTY and any improvements thereto in a state of good repair, and in a safe and clean condition at all times, during the term of this AGREEMENT.

**ARTICLE IV**  
**ALTERATIONS BY TENANT**

TENANT may make any and all changes and/or modifications to the PROPERTY permitted by law upon obtaining written approval from LANDLORD, said approval shall not be unreasonably withheld.

**ARTICLE V**  
**ASSIGNMENT**

Without the written consent of LANDLORD first obtained in each case, TENANT shall not sublet, transfer, mortgage, pledge, or dispose of this AGREEMENT or the term hereof.

**ARTICLE VI**  
**NO LIABILITY FOR PERSONAL PROPERTY**

All personal property placed or moved in the PROPERTY above described shall be at the risk of TENANT or the owner thereof. LANDLORD shall not be liable to TENANT or any third party for any damage to said personal property unless caused by or due to negligence of LANDLORD, LANDLORD'S agents or employees, subject to all limitations of Florida Statutes, Section 768.28.

**ARTICLE VII**  
**OPTION TO PURCHASE**

TENANT shall have the option to purchase the PROPERTY at any time during the term of this AGREEMENT for and at a total purchase price of Nine Hundred and Ten Thousand Five Hundred and Four Dollars and 24/100 (\$910,504.24). LANDLORD agrees to convey the PROPERTY to TENANT by County Deed, substantially in the form attached hereto as Exhibit A, upon receipt of full payment for the PROPERTY.

**ARTICLE VIII**  
**LANDLORD'S RIGHT OF ENTRY**

LANDLORD or any of its agents shall have the right to enter said PROPERTY during all reasonable working hours to examine same.

**ARTICLE IX**  
**PEACEFUL POSSESSION**

Subject to the terms, conditions, and covenants of this AGREEMENT, LANDLORD agrees that TENANT shall and may peaceably have, hold, and enjoy the PROPERTY, without hindrance or molestation by LANDLORD.

**ARTICLE X**  
**SURRENDER OF LEASED PROPERTY**

TENANT agrees to surrender to LANDLORD, at the end of the term of this AGREEMENT or any extension thereof, said PROPERTY in as good a condition, subject to ordinary wear and tear, as said PROPERTY was at the beginning of the term of this AGREEMENT.

**ARTICLE XI**  
**INDEMNIFICATION AND HOLD HARMLESS**

TENANT shall indemnify and save the LANDLORD harmless from any and all claims, liability, losses, and causes of action which may arise out of the TENANT'S fulfillment of this Lease. TENANT shall pay all claims and losses of any nature whatever in connection therewith, and shall defend all suits, in the name of the LANDLORD, when applicable, and shall pay all costs and judgments, which may issue



thereon, including damages caused solely by the negligence of the TENANT, its employees, agents or invitees.

**ARTICLE XII**  
**SUCCESSORS IN INTEREST**

It is hereby covenanted and agreed between the parties that all covenants, conditions, agreements, and undertakings contained in this AGREEMENT shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

**ARTICLE XIII**  
**CANCELLATION**

The LANDLORD, through its County Manager or his designee, shall have the right to cancel this Lease Agreement at any time by giving the TENANT at least ninety (90) days' written notice prior to its effective date, should any of the following occur:

1. Assignment by TENANT of this AGREEMENT for the benefit of creditors.
2. Non-performance of any covenant of this AGREEMENT and failure of the TENANT to remedy such breach. Tenant shall have ninety days to cure any default after receiving written notice of same from LANDLORD.

**ARTICLE XIV**  
**NOTICES**

It is understood and agreed between the parties hereto that written notice addressed to LANDLORD and mailed or delivered to the Director, General Services Administration, 111 N.W. 1st Street, Suite 2460, Miami, Florida 33128-1907, shall constitute sufficient notice to LANDLORD, and written notice addressed to TENANT and mailed or delivered to the address of TENANT at \_\_\_\_\_, Florida, \_\_\_\_\_, or such other address as each party shall designate to the other in writing, shall constitute sufficient notice to TENANT to comply with the terms of this Lease Agreement.

Notices provided herein in this paragraph shall include all notices required in this Lease Agreement or required by law.

**ARTICLE XV**  
**INSURANCE**

Prior to the start of this Lease Agreement, TENANT shall furnish to the Real Estate Management Section of Miami-Dade County, c/o General Services Administration, 111 N.W. First Street, Suite 2460, Miami, Florida 33128-1907, certificate(s) of insurance which indicate(s) that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Public Liability Insurance, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. MIAMI-DADE COUNTY must be shown as an additional insured with respect to this coverage.
- B. Automobile Liability Insurance, covering all owned, non-owned, and hired vehicles used in connection with the Lease Agreement in an amount not less than \$300,000 combined single limit for bodily injury and property damage.

Certificates will indicate that no modification or change in insurance shall be made without thirty (30) days' written advance notice to the certificate holder. Compliance with the foregoing requirements shall not relieve TENANT of its liability and obligations under this Section or under the Indemnification and Hold Harmless Article, or any other portion of this Lease Agreement.

TENANT shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in full force for the duration of this Lease Agreement. If insurance certificates are scheduled to expire during the term of the Lease Agreement, TENANT shall be responsible for submitting new or renewed insurance certificates to the LANDLORD at a minimum of thirty (30) days in advance of such expiration.

The above-stated amounts of liability insurance coverage shall be reviewed by the LANDLORD every year and LANDLORD shall have the right to increase said amounts of liability insurance in accordance and in conformity with like coverage required by Miami-Dade County of other tenants in similar circumstances.

**ARTICLE XVI**  
**PERMITS, REGULATIONS**

TENANT covenants and agrees that during the term of this AGREEMENT tenant will obtain any and all necessary permits and approvals and that all uses of the leased property will be in conformance with all applicable laws.

**ARTICLE XVII**  
**ADDITIONAL PROVISIONS**

1. Mechanic's, Materialmen's and Other Liens

TENANT agrees that it will not permit any mechanic's, materialmen's or other liens to stand against the PROPERTY for work or materials furnished to tenant; it being provided, however, that TENANT shall have the right to contest the validity thereof. TENANT shall immediately pay any judgment or decree rendered against tenant, with all proper costs and charges, and shall cause any such lien to be released from or bonded off the PROPERTY without cost to LANDLORD.

2. Non-Discrimination

The Board of County Commissioners declared and established as a matter of policy, by Resolution No. 9601 dated March 24, 1964, that there shall be no discrimination based on race, color, creed, or national origin. TENANT agrees to comply with all State and Federal laws related to non-discrimination on the basis of race, color, creed, national origin or disability.

**ARTICLE XVIII**  
**WRITTEN AGREEMENT**

This AGREEMENT contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by resolution approved by the Board of County Commissioners.

IN WITNESS WHEREOF, LANDLORD and TENANT have caused this AGREEMENT to be executed by their respective and duly authorized officers the day and year first above written.

(VILLAGE SEAL)

VILLAGE OF PALMETTO BAY

ATTEST:

  
VILLAGE CLERK

  
Mayor (TENANT)

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_  
DEPUTY CLERK

By: \_\_\_\_\_  
George Burgess  
County Manager (LANDLORD)

Instrument prepared by:  
Elva Marin, Real Estate Manager  
Under the direction of  
Thomas Goldstein, Assistant County Attorney  
111 N.W. 1 Street, Suite 2460  
Miami, Florida 33128-1907

Folio No: 30-5033-000-0852

## COUNTY DEED

THIS DEED, made this                      day of                      , 2005      A.D. by MIAMI-DADE COUNTY, FLORIDA, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1 Street Suite 17-202, Miami, Florida 33128-1963, and the VILLAGE OF PALMETTO BAY, a municipal corporation within the State of Florida, party of the second part, whose address is: 8950 SW 152 Street, Palmetto Bay, FL 33157.

### *WITNESSETH:*

That the said party of the first part, for and in consideration of the sum of Nine Hundred and Ten Thousand Five Hundred and Four Dollars and 24/100 (\$910,504.24) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida:

A Parcel of Land in the NW ¼ of SW ¼ of Section 33 Township 55 South, Range 40 East, Miami-Dade County, Florida: better described as follows:

Commence at Northeast corner of NW ¼ of SW ¼ of said Section 33; thence S03°17'36" E along the West line of NW ¼ of SW ¼ of said Section 33, as basis of bearings, for 783.29 feet to the Point of Beginning of the land to be described; thence continue along said line S03°17'36" E for 590.26 feet; thence S88°06'57" W along a line parallel to and 25.00 feet North of the South line of SE ¼ of NW ¼ of SW ¼ of said Section 33, for 255.08 feet; thence N03°17'37" W for 149.79 feet; thence S88°06'39" W for 410.20 feet to the intersection with the West line of SE ¼ of NW ¼ of SW ¼ of said Section 33, thence N03°26'58" W along said line for 440.07 feet to the intersection with a line parallel to the North line of NW ¼ of SW ¼ of said Section 33; thence N88°04'35" E along said parallel line for 666.47 feet to the point of Beginning.  
Containing 7.60 acres more or less

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Subject to the restriction that the property be used solely as a public park open to all residents of Miami-Dade County.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

The foregoing was authorized and approved by Resolution No. \_\_\_\_\_ of  
the Board of County Commissioners of Miami-Dade County, Florida, on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2005.

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